

Remarks

Claims 2, 4, 5, 7, 10, 11, and 19-24 are currently pending and stand rejected. Claim 19 has been objected to. Claims 19 and 20 have been amended. Claims 21-24 have been added. Applicants assert that the claims are now in condition for allowance as set forth more fully below.

Interview Summary

The undersigned participated in a telephone interview with the Examiner on July 22, 2004. During the interview, deficiencies in the Kidder reference relative to subject matter of the present invention were discussed. Namely, it was discussed how Kidder discloses network components, as opposed to technicians, generating alarms that are sent back to network monitors who may then group the alarms into a single event, or cause of the network malfunction. Then, upon grouping into a single event, the network monitor creates a trouble ticket to dispatch a technician to address the single event, as opposed to sending out technicians to individually address each of the alarms. The present invention utilizes technicians who diagnose locations where malfunctions have been reported and then the dispatch division may dictate where subsequent technicians, if any, are dispatched, based on the communications from the previously dispatched technicians, in order to address the actual cause of the malfunctions. It was agreed that amendments would be made to the claims to more clearly include this subject matter.

103 Rejections

Claims 2, 4, 5, 7, 11, and 20 stand rejected under 35 USC 103(a) as being unpatentable over Kidder in view of Official Notice. Claims 10 and 19 stand rejected under 35 USC 103(a) as being unpatentable over Kidder in view of Official Notice and further in view of Hyland. Applicants respectfully traverse these rejections.

Claims 2, 5, 7, 10, 11, and 19-21

The Office Action has rejected claim 20 by stating that Kidder teaches all of the elements except Kidder does not specifically teach billing the entity responsible for the cause underlying the reports of malfunctions. However, the Office Action provides

Official Notice that it was well known in the art to bill entities responsible for a cause of a malfunction.

Amended claim 20 recites, among other things, receiving, via a communications network, information sent by the technician upon diagnosing a malfunction at a first subscriber location, wherein the information is provided in an electronic format and identifies a cause of the malfunction underlying one of the reports of malfunctions sent from a vicinity of the first subscriber location. Claim 20 further recites determining, by the dispatch division and based upon the information sent by the technician upon diagnosing the malfunction at the first subscriber location, that a cause underlying another one of the reports of malfunctions, received from a location different from the vicinity of the first subscriber location, is the same cause identified as underlying the report of malfunction at the first subscriber location. Thus, the determination about the cause of a report of one malfunction is made based on communications sent by a technician who has diagnosed a malfunction reported for another location.

Kidder, on the other hand, utilizes a network that has components capable of generating alarms back to network monitors who can then group the alarms into a single event. This is done without receiving any communication from a technician. Instead, technicians are not dispatched until after the network monitor has defined the single event from the alarms so that the technician is sent to address the single event rather than sending technicians to diagnose each individual alarm. Thus, Kidder handles the problem of multiple reports of malfunctions, or alarms, by having the network components generate and send the alarms to the network monitors as opposed to dispatching technicians as the reports of malfunctions begin to come in. Accordingly, Kidder, by having an advanced network generating the alarms, does not need to rely on technicians reporting back for the individual alarms so as to determine if the cause of one is the same as the cause of another. Therefore, claim 20 is allowable over Kidder in view of Official Notice for at least these reasons.

Dependent claims 2, 4, 5, 7, 10, 11, 19, 21, and 22 depend from an allowable claim 20 and are also allowable for at least the same reasons. Furthermore, one or more of these dependent claims recites additional features that are patentable over the cited combination.

For example, new claim 22 recites dispatching a technician to the third location and repairing the cause of the malfunction at the third location and including in the bill to the entity the costs incurred for servicing the second subscriber and the costs incurred for repairing the cause of the malfunction at the third location in addition to the costs incurred for servicing at least the first subscriber. Kidder does not disclose dispatching a technician to more than one location for a single cause and therefore, has no reason to bill an entity for the costs associated with sending technicians to a first subscriber location, a second subscriber location, and a third location for repairing a single cause of malfunction. Therefore, claim 22 is allowable over the cited combination for these additional reasons.

New Claims 23 and 24

In addition to new claims 21 and 22 that depend from previously pending claim 20, claims 23 and 24 have also been added. Support for these new claims is provided in the specification, such as the sequence of events discussed from page 11, line 5 – page 16, line 19, and no new matter has been added. Claim 23 recites, among other things, repairing the cause underlying both of the reports of malfunctions sent from the vicinity of the first subscriber and sent from the vicinity of the second subscriber, identifying, by the company, an entity responsible for the cause, and utilizing the information, by the billing division, to generate a bill to the entity that includes the costs incurred for servicing the first subscriber, for servicing the second subscriber, and for repairing the cause. Thus, the entity responsible for the cause of the reports of malfunction will be billed not only for the actual cost of the repair but also for servicing of the first subscriber and the second subscriber by technicians since communications from the technicians stemming from servicing of the first and second subscribers allowed the dispatch division to determine that the reports of malfunctions for both subscribers had the same cause.

As noted above, Kidder has no reason to utilize technicians at multiple locations to determine a common cause since the network monitors receive the alarms from the network components and can then group the alarms into the single event that a technician can be dispatched to address. Furthermore, since technicians are not utilized at multiple locations for diagnosing a single cause, there is no reason for Kidder to bill for the

servicing of multiple locations by technicians in addition to billing for the actual cost to repair the single cause of the malfunctions. Accordingly, claim 23 is allowable over any combination of Kidder with the Official Notice.

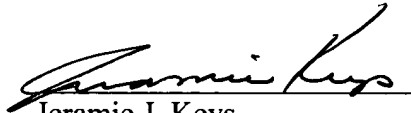
Conclusion

Applicants assert that the application including claims 2, 4, 5, 7, 10, 11, and 19-24 is now in condition for allowance. Applicants request reconsideration in view of the amendments and remarks above and further request that a Notice of Allowability be provided. Should the Examiner have any questions, please contact the undersigned.

No fees beyond the noted fee for continued examination and a two month extension of time are believed due. However, please charge any additional fees or credit any overpayment to Deposit Account No. 50-3025.

Respectfully submitted,

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Jeramie J. Keys
Reg. No. 42,724

Withers & Keys, LLC
P.O. Box 71355
Marietta, Ga 30007-1355
(404) 849.2093